



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

BY FIRST CLASS MAIL AND EMAIL

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APR 09 2013

RE: MUR 6516 (Timothy Hohl)

Dear Messrs. Smith and Kelner:

On April 5, 2013, the Federal Election Commission accepted the signed conciliation agreement submitted on your client's behalf in settlement of a violation of 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). Accordingly, the file has been closed in this matter.

Documents related to the case will be placed on the public record within 30 days. *See* Statement of Policy Regarding Disclosure of Closed Enforcement and Related Files, 68 Fed. Reg. 70,426 (Dec. 18, 2003) and Statement of Policy Regarding Placing First General Counsel's Reports on the Public Record, 74 Fed. Reg. 66132 (Dec. 14, 2009). Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. *See* 2 U.S.C. § 437g(a)(4)(B).

Enclosed you will find a copy of the fully executed conciliation agreement for your files. Please note that the civil penalty is due within 30 days of the conciliation agreement's effective date. If you have any questions, please contact me at (202) 694-1341.

Sincerely,

Michael A. Columbo  
Attorney

Enclosure  
Conciliation Agreement

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FEDERAL ELECTION COMMISSION

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OFFICE OF  
MUR 6516  
COUNCIL

**BEFORE THE FEDERAL ELECTION COMMISSION**

In the Matter of

Timothy M. Hohl

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**CONCILIATION AGREEMENT**

This matter was initiated by the Federal Election Commission ("Commission") pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities.

The Commission found reason to believe that Timothy M. Hohl ("Respondent") violated 2 U.S.C. § 441f.

NOW, THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Timothy Mobley is a home builder and was business partners with Rep. Vernon G. Buchanan in real estate developments and Buchanan's former Suncoast Ford car dealership. Mobley also served as a volunteer fundraiser for Buchanan.

2. Timothy Hohl has been Mobley's accountant for 30 years and is also Mobley's brother-in-law. Hohl's accounting firm and the offices of Mobley's businesses share a building that Mobley and Hohl jointly own.

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1                   3.     Terry Keith Howell has owned and operated trucking companies for many  
2 years.

3                   4.     Express Freight of Florida, LLC ("EFF") is a trucking company that  
4 Mobley, Hohl, and Howell formed in early 2008, in which each had an ownership interest.

5                   5.     MTampa Financing, LLC, is a company that Mobley formed at  
6 approximately the same time as EFF which he wholly owned and controlled through other  
7 entities. Mobley expected MTampa Financing, LLC to finance EFF's operations by purchasing  
8 EFF's account receivables at a discount, a business known as factoring.

9                                   Applicable Law

10                  6.     The Federal Election Campaign Act of 1971, as amended ("the Act"),  
11 provides that no person shall make a contribution in the name of another person or knowingly  
12 permit his or her name to be used to effect such a contribution. 2 U.S.C. § 441f. Section 441f  
13 prohibits providing money to others to effect contributions in their names without disclosing the  
14 source of the money to the recipient candidate or committee at the time the contribution is made,  
15 it includes knowingly helping or assisting any person in making a contribution in the name of  
16 another, and it applies to individuals as well as incorporated or unincorporated entities. 11  
17 C.F.R. § 110.4(b); 2 U.S.C. § 431(11) (term "person" includes partnerships and corporations).

18                  7.     During the 2005-2006 election cycle, a person could contribute no more  
19 than \$2,100 to a candidate and his or her authorized committee per election, and during the 2007-  
20 2008 election cycle, the limit was \$2,300 per election. See 2 U.S.C. § 441a(a).

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**Respondents' Reimbursement of Howell's Contributions**

8. In March 2008, Mobley solicited Howell to contribute \$8,800 to Vern Buchanan for Congress ("VBFC"). Mobley provided Howell with contribution instructions from VBFC that indicated that he could contribute \$8,800, which could be divided between the 2006 and 2008 election cycles, and divided between the primary and general elections within each cycle.

9. Howell informed Mobley and Hohl that he did not have sufficient funds to make the contributions. Mobley told Howell to make the contributions, and told Howell that he would receive funds from the business to pay for the contributions.

10. Howell wrote two personal checks dated March 27, 2008, totaling \$8,800, to VBFC.

11. EFF wrote an \$8,800 check to Howell dated March 28, 2008, and signed by Hohl and Howell, for Howell's contributions to VBFC. The memo line of the check states "Political Contribution." Howell deposited the check on March 28, 2008.

12. VBFC disclosed to the Commission that, on March 31, 2008, it received \$8,800 in contributions from Howell.

13. Mobley then authorized his company, MTampa Financing, LLC, to disburse \$8,800 to EFF to reimburse EFF for its reimbursement of Howell's contributions to VBFC. This was accomplished through an \$8,800 MTampa Financing, LLC, check made payable to EFF that was dated April 1, 2008, and signed by Hohl.

14. Hohl contends that the payment from MTampa to EFF was a loan of funds that EFF would have been obligated to repay, and the payment from EFF to Howell was an advance/draw that Howell would have been obligated to repay either directly or as a deduction from potential future profits of EFF that Hohl had anticipated would be owed to Howell. Hohl

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1 contends that at the time the payments were made, he believed the payments would not violate  
2 the Act. Hohl acknowledges, however, that EFF never repaid MTampa for the asserted loan of  
3 the contribution funds to EFF, and that Howell never repaid EFF for its asserted advance/draw.  
4 Therefore, Hohl further acknowledges that MTampa made a contribution in Howell's name.

5 V. Respondent violated 2 U.S.C. § 441f by assisting in the making of \$8,800  
6 in contributions from MTampa Financing, LLC, to Vern Buchanan for Congress in Howell's  
7 name.

8 VI. 1. Respondent will pay a civil penalty to the Federal Election Commission in the  
9 amount of Five Thousand Dollars (\$5,000), pursuant to 2 U.S.C. § 437g(a)(5)(A).

10 2. Respondent will cease and desist from violating 2 U.S.C. § 441f.

11 VII. The Commission, on request of anyone filing a complaint under 2 U.S.C.  
12 § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance  
13 with this agreement. If the Commission believes that this agreement or any requirement thereof  
14 has been violated, it may institute a civil action for relief in the United States District Court for  
15 the District of Columbia.

16 VIII. This agreement shall become effective as of the date that all parties hereto have  
17 executed same and the Commission has approved the entire agreement.

18 IX. Respondent shall have no more than 30 days from the date this agreement  
19 becomes effective to comply with and implement the requirements contained in this agreement  
20 and to so notify the Commission.

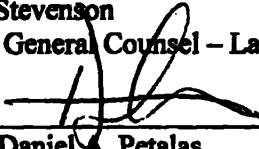
21 X. This Conciliation Agreement constitutes the entire agreement between the parties  
22 on the matters raised herein, and no other statement, promise, or agreement, either written or  
23  
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- 1 oral, made by either party or by agents of either party, that is not contained in this written  
2 agreement shall be enforceable.

3 FOR THE COMMISSION:

4 Lisa J. Stevenson  
5 Deputy General Counsel – Law

6 BY:   
7 Daniel A. Petalas  
8 Associate General Counsel  
9 for Enforcement

4/8/13  
Date

10 FOR THE RESPONDENT:

11   
12 Timothy M. Hohl

3/12/13  
Date

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